

RCD-289-93

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving the Homesite Lease Policy and Procedures

WHEREAS:

1. The Resources Committee of the Navajo Nation Council is empowered to approve homesite leases and certificate procedures, and promulgate rules and regulations thereto, pursuant to 2 N.T.C., Section 695 (b) (4) (i); and

2. The Resources Committee of the Navajo Nation Council is authorized to delegate authority to the Department Director of the Office of Navajo Land Administration to review and grant individual homesite leases and certificates in accordance with procedures adopted by the Resources Committee (see 2 N.T.C., Section 695 (b) (4) (ii); and

3. The Division of Natural Resources, Office of Navajo Land Administration, was directed to revise and update the existing homesite lease policy and guidelines approved under RCJ-6-88. The recommended Homesite Lease Policy and Procedures is attached hereto and marked as Exhibit "A"; and

4. The Office of Navajo Land Administration, Homesite Section, discussed and recommended revisions with certain tribal programs and departments, including grazing officials, chapter representatives and BIA Real Property representatives during the period of April to September, 1992. A list of the meetings held is attached hereto and marked as Exhibit "B"; and

5. This recommended Homesite Lease Policy and Procedures will benefit qualified applicants who are seeking housing and/or utility assistance through various tribal, state and federal programs. Individuals needing a homesite lease include, but are not limited to, Navajo veterans, elderly members, handicapped persons, burnout case victims, Navajo relocatee(s), and home buyers seeking mortgage; and

6. The Office of Navajo Land Administration (ONLA) strongly recommends that a revolving account be established and administered by the ONLA, Homesite Section, for the purpose of defraying its cost in administering the Homesite Lease Policy and Procedures. The ONLA further recommends that the standard application fee be increased to \$15.00, the resurvey fee increase to \$150.00, and each lessee be required to pay an annual rental fee of \$1.00 for the term of the lease. By supplementing proposed revolving account

GUY

monies with annual fiscal year allocations, the Navajo Nation can better serve the demand for homesite leases and requests for surveys at the local level reservation wide; and

7. It is necessary to amend the standard forms that will be used in applying for a homesite lease on Navajo tribal trust or fee lands. The amended forms are consistent with the recommended Homesite Lease Policy and Procedures. The amended homesite lease application, field clearance certification form, consent form, and general notice form to lease fee land and tribal lands within the Eastern Navajo Agency are attached hereto and marked respectively as Exhibits "C", "D", "E", and "F"; and

8. It is to the best of those qualifying applicants seeking a homesite lease on Navajo tribal trust or fee land that the Resources Committee of the Navajo Nation Council approve the recommended Homesite Lease Policy and Procedures as provided in Exhibit "A".

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council approves the Homesite Lease Policy and Procedures as provided in Exhibit "A"; which shall supersede those guidelines approved by RCJ-6-88, pursuant to 2 N.T.C., Section 695 (b) (4) (i).

2. The Resources Committee of the Navajo Nation Council delegates its authority to approve, issue, amend, assign, relinquish, and execute homesite leases to the Department Director of ONLA. The Office of the President or Vice-President will no longer be responsible for executing homesite leases. The delegated authority shall be limited to withdrawal of one (1) acre or less of tribal trust or fee land for residential purposes, excluding authority to withdraw lands for residential subdivision and other types of withdrawals, pursuant to 2 N.T.C., Section 695 (b) (4) (ii).

3. The Resources Committee of the Navajo Nation Council further approves the amended standard forms that will be used in applying for a homesite lease on Navajo trust land or fee land. The standard forms include: The amended homesite lease application, field clearance certification form, consent form, and general notice form to lease fee land or tribal lands within the Eastern Navajo Agency. These amended forms are attached and marked respectively as Exhibits "C", "D", "E", and "F".

4. The Resources Committee of the Navajo Nation Council also approves the recommended rates for filing fee at \$15.00 and a resurvey fee at \$150.00.

5. The Resources Committee of the Navajo Nation Council further supports the establishment of a revolving account that will be administered by the ONLA, Homesite Section, specifically for

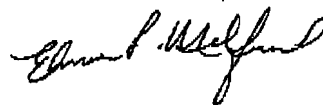
COPY

surveying proposed homesites and processing of homesite lease applications and maintaining files for existing homesite leases.

6. All duly certified chapters of the Navajo Nation, respective grazing officials, potential homesite lease applicants, lessee(s), grazing permittee(s), Navajo tribal programs and departments, including the Bureau of Indian Affairs, are advised and directed to adhere to and comply with the Homesite Lease Policy and Procedures as provided in Exhibit "A", effective following the date of approval.

C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 22nd day of December, 1993.



Elmer L. Milford
Chairperson

Motion: Samuel Yazzie
Second: Frank Guerro

5-10-08

EXHIBIT "A"

**HOMESITE LEASE
POLICY & PROCEDURES**



**PREPARED BY
OFFICE OF NAVAJO LAND ADMINISTRATION
June 16, 1993**

00000

**HOMESITE LEASE
POLICY & PROCEDURES**

**PREPARED BY
OFFICE OF NAVAJO LAND ADMINISTRATION
HOMESITE SECTION**

DECEMBER 22, 1993

COPY

**HOMESITE LEASE
POLICY AND PROCEDURES FOR
TRIBAL TRUST/FEE LAND**

- Section I. Definitions
- Section II. Authority
- Section III. Purpose
- Section IV. Scope
- Section V. Eligibility Requirements
- Section VI. Local Grazing Official
- Section VII. Application Procedures
- Section VIII. Assignment
- Section IX. Mortgages
- Section X. Modification
- Section XI. Relinquishment of Homesite Lease
- Section XII. Abandonment
- Section XIII. Objection
- Section XIV. Application/Lease Restrictions
- Section XV. Term
- Section XVI. Renewal of Lease
- Section XVII. Annual Fee
- Section XVIII. Amendments

Table of Contents

Section I.	Definitions	pg 3
Section II.	Authority	pg 4
Section III.	Purpose	pg 4
Section IV.	Scope	pg 5
Section V.	Eligibility Requirements	pg 5
	Tribal Enrollment	pg 5
	Age Requirement	pg 5
Section VI.	Local Grazing Official	pg 5
Section VII.	Application Procedures	pg 6
	Phase One (1) Applicant Responsibility	pg 6
	Phase Two (2) Office of Navajo Land Administration	pg 7
	Phase Three (3) Final Approval by Bureau of Indian Affairs	pg 9
Section VIII.	Assignment	pg 9
Section IX.	Mortgages	pg 10
Section X.	Modification	pg 10
Section XI.	Relinquishment of Homesite Lease	pg 11
Section XII.	Abandonment	pg 11
Section XIII.	Objection	pg 12
Section XIV.	Application/Lease Restrictions	pg 15
Section XV.	Term	pg 16
Section XVI.	Renewal of Lease	pg 17
Section XVII.	Annual Fee	pg 17
Section XVIII.	Amendments	pg 17
Flow Chart		pg 18
Staff Directory		pg 19

SECTION I. DEFINITIONS

- A. "Abandonment" shall mean not making any improvements on the lease premises or vacating the lease premises with improvements for a period of two (2) years with no intention of developing the established homesite lease. (One (1) year for vacant lots within a subdivision).
- B. "Fee Land" means lands held by the Navajo Nation in fee title.
- C. "Homesite Lease Applicant (HLA)" means an individual(s) who is applying for a homesite lease on Navajo Tribal trust or fee land.
- D. "Homesite Certificate" means written acknowledgement from the Navajo Nation which allows a home owner to apply for infrastructure or renovation assistance. A certificate is not a lease.
- E. "Homesite Lease" means a written document evidencing approval from the Navajo Nation and the BIA to lease one (1) acre or less of Navajo Tribal trust or fee land for residential purposes.
- F. "Lessee" means an individual(s) who has a finalized homesite lease approved by the Navajo Nation and the BIA.
- G. "Lessor" means the Navajo Nation or its duly authorized designee.
- H. "Local Chapter" shall mean a duly certified chapter of the Navajo Nation, pursuant to 2 N.T.C. § 4001(d).
- I. "Local Grazing Official (LGO)" means an elected individual who is responsible for grazing matters within their respective district unit boundary. Such grazing official shall mean the District Grazing Committee Member, Eastern Navajo Land Board Member, or Farm Board Member.
- J. "Probate" means the process of collecting a decedent's assets, liquidating liabilities, paying necessary taxes, and distributing property to heirs. These activities are carried out by the executor or administrator of the estate.

COPY

- K. "Relinquishment" means surrendering or renouncing one's interest in a homesite lease by allowing such interest to revert to the Navajo Nation. When it has been determined that the Lessee(s) does not intend to develop the homesite premises, the local chapter will be in a position to recommend relinquishment of such leasehold premises to the ONLA Director.
- L. "Surveyor" means one who determines an area or portion of the earth's surface by length, direction of boundary lines, and contour of surface. The surveyor must be registered with the Office of Navajo Land Administration and with the respective state where he/she surveys.
- M. "Watering Point" means all tribally developed and maintained springs, wells, and charcos or deep reservoirs intended for livestock use.

SECTION II. AUTHORITY

The Resources Committee of the Navajo Nation Council approved this Homesite Lease Policy and Procedures on December 22, 1993, pursuant to RCD-289-93, which shall supersede those guidelines approved by RCJ-6-88. This authority is codified in the Navajo Tribal Code at 2 N.T.C. § 695(b)(4)(i).

SECTION III. PURPOSE

It is the purpose of the homesite lease policy and procedures to regulate the issuance, transfer, relinquishment, amendment, and execution of homesite leases to qualified applicants in a timely manner.

The issuance of a homesite lease is intended to promote individual home ownership for qualified applicants. An established homesite lease provides for the encumbrance of the leasehold interest to secure capital for development of a private dwelling. In addition, this expedited homesite lease procedure shall benefit

those Navajo families directly affected by relocation as a result of P.L. 93-531 (as amended). A homesite lease is intended for use in situations where there are no improvements on the proposed homesite lease area. It allows for a procedure that will minimize the potential for dispute among grazing permittees and prospective HLAs.

SECTION IV. SCOPE

The homesite lease procedure shall apply to Navajo Nation trust or fee lands, including the Navajo Partitioned Land and the Chambers/Sanders Trust Lands (see P.L. 96-305) that are within the territorial boundaries of the Navajo Nation, including satellite Navajo Reservations. This homesite lease policy and procedures does not apply to individual Indian allotments.

SECTION V. ELIGIBILITY REQUIREMENTS

The following criteria shall be considered in determining eligibility of applicants seeking to obtain a homesite lease on Navajo trust or fee lands:

- A. An applicant must be an enrolled member of the Navajo Tribe.
- B. An applicant must be eighteen (18) years of age or older.

SECTION VI. LOCAL GRAZING OFFICIAL

- A. The LGO shall be responsible for identifying all of the grazing permittees who are directly affected by the proposed homesite application. The LGO may accompany the HLA(s) in asking for consent from the identified permittee(s).
- B. On Navajo Tribal fee land, the LGO shall give general notice to individuals who have grazing privileges within affected range units concerning the proposed homesite development.

- C. The LGO shall be solely responsible for certifying field clearance(s) by executing a field clearance certification form which is approved by the Resources Committee of the Navajo Nation Council.
- D. The LGO shall attach the consent form(s) obtained from the directly affected grazing permittee(s) to the field clearance certification form. The field clearance form and consent form(s) shall be submitted with the homesite lease application. The location of the proposed development illustrated on the application must be acknowledged in writing by the LGO. Such acknowledgement is intended to discourage the HLA from changing the location of the proposed homesite after the LGO has made his/her recommendation.
- E. On lands within the Eastern Navajo Agency, the LGO shall be responsible for giving general notice of proposed homesite development to persons who have grazing privileges within respective range management units.
- F. An existing private dwelling not in dispute shall be exempt from field clearance certification requirements, provided that the structure has been established for two (2) or more years and is occupied. The existing private dwelling must be within the exterior boundaries of the proposed homesite lease. The LGO shall be responsible for verifying the stipulations provided herein.
- G. The LGO's tasks are complete when he/she has identified those grazing permittees that are directly affected by the proposed development.

SECTION VII. APPLICATION PROCEDURES

Phase One (1) Applicant Responsibility

- A. The applicant(s) must sign their own names in ink on eight (8) sets of applications. All signatures must reflect the name of the homesite lease applicant(s) (HLA) as recorded by the

Navajo Census & Vital Statistics Office. If a HLA does not write and a thumb print is used, the thumb print must be applied to all eight (8) applications with two (2) witnesses attesting to each thumb print.

- B. The HLA shall then submit his/her homesite lease application with properly completed field clearance certification and consent form to the ONLA or its agency suboffice for processing of the application.
- C. The HLA shall pay a non-refundable filing fee in the amount of fifteen dollars (\$15.00) by money order payable to the Navajo Nation at the time of filing such application.

Phase Two (2) Office of Navajo Land Administration

- A. No branch of the Navajo Nation Government shall deny an application for a homesite lease because of the applicant's sex, religious association, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation except as limited by Section V.
- B. The ONLA Homesite Section shall be responsible for accepting homesite lease applications and money orders in the amount of fifteen dollars (\$15.00) for the non-refundable filing fee. The ONLA Homesite Section shall provide the HLA(s) with a receipt upon full payment. No partial payments will be accepted. Only originals will be accepted by the Office of Navajo Land Administration (ONLA), Homesite Section.
- C. The ONLA Homesite Section shall review each homesite lease application by verifying the following items:
 - 1. Legal Name(s)
 - 2. Age
 - 3. Address
 - 4. Census Number, if applicable
 - 5. Certificate of Indian Blood, if applicable

- D. The ONLA Homesite Section will forward the complete homesite lease application to the ONLA Survey Section for survey and legal description.
- E. Upon completion of the survey, the ONLA Survey Section, shall forward the final certified survey plat with legal description to ONLA Homesite Section for further processing.
1. A resurvey fee of \$150.00 will be assessed for any resurveys. All surveys and resurveys performed by the Survey Section shall be limited to homesite leases.
 2. Any survey performed by a private surveyor who is registered with the state where the proposed development is located is permissible, provided that such survey is in accordance with ONLA standards and specifications. (An application for homesite must be reviewed by the ONLA homesite section before the HLA can hire an independent registered land surveyor).
- F. The ONLA Homesite Section shall then forward the application, survey plat, and legal description to the Title Examiner's Office for legal review.
- G. The ONLA Title Examiner's Office shall review all homesite lease applications for legal sufficiency. Any homesite lease application requiring further review or clarification may be submitted to the Navajo Nation Department of Justice, Natural Resources Unit. The NNDOJ, NRU, shall have ten (10) working days to review and comment on such homesite lease applications requiring review or clarification.
- H. After a homesite lease application has been verified by the ONLA Homesite Section, Survey Section, and Title Examiner's Office, the application shall be submitted to the ONLA Department Director who shall give the final approval on behalf of the Navajo Nation for all homesite leases. The ONLA Homesite Section will submit appropriate documents to the agency superintendent for execution and final distribution.

Phase Three (3) Final Approval by Bureau of Indian Affairs

The homesite lease must be executed by the BIA Agency Superintendent. The finalized lease should be distributed to the lessee; the Navajo Nation, lessor; and the Southwest Title Plant, BIA, Albuquerque, New Mexico, Land Titles and Records Office.

SECTION VIII. ASSIGNMENT

- A. All finalized homesite leases are transferable by assignment. Assignee(s) must satisfy the same eligibility criteria as the HLA under Section V. The lessee(s) must execute an assignment form to properly assign a homesite lease.
- B. In the event of divorce or probate, the Navajo Nation Courts have jurisdiction to distribute the undivided leasehold interest of a homesite lease. All field clearance(s) shall be recognized and will remain in effect. The involved parties shall notify the ONLA Homesite Section, about any such disposition by a court.
- C. In a probate proceeding, the Navajo Nation Courts may distribute the leasehold interest of an established homesite lease to eligible beneficiaries under a will or to heirs of an Estate.
- D. A lessee may assign a portion of an existing one (1) acre homesite lease to an individual eligible under Section V. The assignment shall be surveyed and limited to one-half ($\frac{1}{2}$) acre. All prior field clearances shall apply to the assignment. All qualified assignee(s) must sign a homesite lease form upon securing the assignment from the lessee.
- E. Any lot within a subdivision cannot be subdivided.
- F. The Assignor and the Assignee must reapply for separate homesite leases with a legal description for each parcel.

COPY

SECTION IX. MORTGAGES

- A. A finalized homesite lease authorizes a lessee to encumber the leasehold interest of a homesite lease for building improvements. The leasehold interest can be mortgaged as security for finance or payment of debt. The lessee may transfer all or part of the leasehold interest to the Mortgagee (Lender) with the understanding that the Mortgagee (Lender) will transfer the leasehold interest back to the lessee when the mortgage has been paid in full.
- B. The mortgage document must be recorded with the Bureau of Indian Affairs Real Property Management Office and the Recorder's Office of the county in which the real estate is located. The Office of Navajo Land Administration will receive copies of the mortgage document from the Bureau of Indian Affairs Real Property Office.
- C. In the event the Mortgagor (Borrower) defaults on the Mortgage, the Mortgagee (Lender) has the authority to foreclose the lien through the Navajo Nation Courts and offer the leasehold interest for sale. The Mortgagee (Lender) may have the right to possession of improvements on the lease premises and rents from the mortgaged property upon default of the Mortgagor (Borrower).

SECTION X. MODIFICATION

- A. A finalized homesite lease can be modified at the written request of the lessee, which shall be limited to change in marital status or change in the lessee's name due to marriage or census record. The ONLA Department Director shall have authority to approve requests for modification.
- B. The requested modification must be accompanied by a copy of the marriage license, court order, and certificate of Indian Blood depending on the nature of request.

COPY

SECTION XI. RELINQUISHMENT OF HOMESITE LEASE

- A. The lessee may surrender or renounce his/her interest in a homesite lease by signing a relinquishment form provided by the ONLA.
- B. The lessee shall submit such relinquishment form to the ONLA or local suboffice thereof.
- C. The ONLA Department Director shall have authority to grant all requests for relinquishment.
- D. The ONLA Homesite Section will forward all relinquishment forms to the BIA, Agency Superintendent, for final approval.

SECTION XII. ABANDONMENT

- A. The local chapter shall be responsible for notifying the ONLA Homesite Section or local suboffice thereof, to make its recommendation to cancel an established homesite lease that has been abandoned for two (2) years or more. The local chapter must comply with the following procedures before making its recommendation to cancel an abandoned homesite lease:
 - 1. The local chapter must give notice of intent to cancel by certified mail to the respective lessee(s).
 - 2. In situations where the local chapter does not know the address of the lessee(s), the local chapter must publish a general notice of intent to cancel in the local newspaper, post a notice at the nearest chapter house or in one or more local trading posts, and announce its plans in English and in Navajo on a local radio station for a period of one (1) week.
 - 3. If the lessee(s) responds within the thirty (30) days, but does not desire to develop the homesite lease, the respective lessee(s) shall have first option to assign their interest in the homesite lease to a qualified applicant(s) of his or her choice.

4. After thirty (30) working days from public notice of intent to cancel and no response is received, the local chapter shall recommend cancellation of the established homesite lease premises to the ONLA Department Director by certified chapter resolution.
5. The ONLA Department Director shall have the authority to cancel the abandoned homesite lease as recommended by the local chapter. If cancelled, the abandoned homesite lease shall revert to the Navajo Nation.

SECTION XIII. OBJECTION

A. Affected Permittee.

1. An objecting permittee must show that he or she is directly affected by the proposed homesite lease within his/her grazing use area. The grazing permit or land use permit must be within the district unit boundary of the proposed homesite lease.
2. Persons who do not make beneficial use of a grazing permit or do not have an interest in a valid grazing permit and/or land use permit for the area containing the proposed homesite lease do not have grounds to object.
3. Grazing permittees who meet criteria one (1) above may file a written objection with the Office of Navajo Land Administration or any suboffice thereof any time prior to the granting of the proposed homesite lease by the ONLA Department Director.
4. The objecting party must attach a copy of his or her valid grazing permit and/or land use permit, including an officially recognized customary use area map, where applicable, with his or her written objection.

B. Meeting.

1. Objectors who meet criteria under Section XII A(3)(4) may request a meeting with the ONLA Department Director.

2. The ONLA Department Director shall make a determination whether to grant the request for a meeting.
3. If the request for meeting is granted, the ONLA Department Director shall schedule a meeting between the parties within twenty (20) working days from the date the objection was received, giving both parties ten (10) working days notice of the date, time and place of the meeting. No verbal objection or verbal request for a meeting will be accepted by the Office of Navajo Land Administration.
4. Any request for continuance shall be considered by the ONLA Department Director, in which ten (10) working days notice must be given to the parties of the new date, time and place of the rescheduled meeting.
5. The ONLA Department Director, the ONLA Title Examiner, and an ONLA Homesite Section representative shall be present at the meeting to review all relevant documentation, provide technical assistance, and conduct the meeting. The meeting is intended to allow the parties to resolve their differences informally without legal representation. Legal representation is permissible, provided that both parties are legally represented at the meeting. Both counsels must be present at the meeting.
6. If differences have not been resolved, any party may appeal in writing to the Resources Committee of the Navajo Nation Council. The ONLA Department Director shall have ten (10) working days to contact and schedule a hearing before the Resources Committee. When a hearing date has been determined, the ONLA Department Director shall give ten (10) working days notice of the date, time, and place of the scheduled hearing before the Resources Committee. The Resources Committee is authorized to review and decide disputes and complaints relating to homesite lease applications or certificates

by 2 N.T.C. § 695(b)(4)(i). Decisions of the Resources Committee shall be final subject to appeal to the Navajo Nation District Court. The appeal shall be limited to a review of the administrative record.

7. If it has been determined that the objecting party has no grounds to object or if the objection is received after the homesite lease application has been granted, such homesite lease application will be processed and finalized.
 8. The ONLA Department Director shall be responsible for the following items:
 - i. Developing meeting procedures,
 - ii. Developing a Memorandum of Understanding (MOU) that describes the settlement reached through the meeting,
 - iii. Preparing and maintaining the minutes of the meeting, including other relevant documentation produced at the meeting, and
 - iv. Developing all notice(s) and mailing such notices to the parties involved by certified mail.
- C. Denial and Request for Reconsideration.
1. If an application for homesite lease is denied, the HLA may file a request for review to the ONLA or any suboffice thereof.
 2. The HLA must provide the Office of Navajo Land Administration with the following documentation:
 - i. Homesite Lease Application
 - ii. Field Clearance Certification, if applicable
 - iii. Verification of Permittee Consent, if applicable and
 - iv. Certificate of Indian Blood, if applicable.
 3. If it has been determined that the HLA has met all of the requirements in applying for a homesite lease, the ONLA Department Director shall report his findings to the LGO with a recommendation.

- 4. The HLA will be given a copy of the findings and recommendation prepared by the ONLA Department Director. The HLA shall be responsible for requesting the LGO to review the homesite lease application, provided that the ONLA Department Director has verified that the HLA is in compliance with the homesite lease policy and procedures.
 - 5. The ONLA Department Director shall make the final decision based on the LGO's recommendation. Administrative review by the Navajo Nation would be complete at this stage.
- D. The written objection shall be addressed to:
- Office of Navajo Land Administration
 - Attn: Director
 - Post Office Box 308
 - Window Rock, Arizona 86515
- E. Any dispute arising from a finalized homesite lease may be appealed to the Navajo Nation Courts by the disputing parties.
- F. All homesite lease applications denied within the Eastern Navajo Agency are subject to review and mediation by the Eastern Navajo Land Board (ENLB). The ENLB shall exercise its authority to mediate disputes concerning homesite lease applications without ONLA Department Director review. If mediation is not successful, the parties may request for review and decision by the Resources Committee of the Navajo Nation Council. (See 3 N.T.C. § 238(3)). All request for appeal to the Resources Committee shall be subject to the procedures provided at Section XII (b)(6).

SECTION XIV. APPLICATION/LEASE RESTRICTIONS

- A. An established homesite lease is intended for residential purposes only and is not to be used for any other purpose.
- B. A homesite lease is not a business site lease.
- C. A homesite lease is not a grazing permit.

COPY

- D. A qualified HLA may apply for one (1) homesite lease within a land management district.
- E. The Navajo Nation advises all applicants not to disturb or to construct on the proposed site before final evaluation by the Navajo Nation Historical Preservation Department.
- F. No homesite lease application shall be considered by the LGO when it has been determined that the site is on lands which have been withdrawn or otherwise obligated for community purposes or when it is determined that the homesite would contravene local land use ordinance.
- G. Written authorization from the District Grazing Committee is required if the proposed homesite is within a half mile of government or Navajo tribal developed permanent livestock watering point. (See 3 N.T.C. § 714, et seq.).
- H. A lessee(s) shall not engage in any illegal activities on an established homesite lease.
- I. Any proposed homesite lease application which is not in compliance with this homesite lease policy and procedures will not be accepted by the ONLA Department Director.
- J. Navajo trust land cannot be sold. If the improvements that are permanently affixed to the leasehold are sold, the leasehold interest must be assigned at no additional cost.
- K. A homesite lease application is not considered a lease, therefore it is not transferable by assignment or court order.

SECTION XV. TERM

A finalized homesite lease shall have a term of sixty-five (65) years, which shall commence on the date the application is executed by the Navajo Area Director or his designee or authorized representative, and shall expire on the sixty-fifth anniversary of the date of execution.

SECTION XVI. RENEWAL OF LEASE

- A. An expired homesite lease is subject to renewal for a period of twenty-five (25) years upon approval by the ONLA Department Director.
- B. The Lessee may renew his or her homesite lease anytime within six (6) months from the expiration date of the existing homesite lease by giving written notice to the ONLA Department Director.
- C. The renewal of the lease will be granted by the ONLA Department Director provided the annual fee for the existing lease is paid in full. The existing homesite lease must not be pending litigation before any court of the Navajo Nation.
- D. The ONLA Department Director shall then forward the executed homesite lease to the Agency Superintendent for review and approval.

SECTION XVII. ANNUAL FEE

The lessee(s) shall pay a non-refundable annual fee to the Navajo Nation, lessor, in the amount of one (1) dollar for each year of the term of the homesite lease. Such annual fee must be paid each year in advance, following the date of execution for the term of the lease. (See 16 N.T.C. § 204(12)).

Nonpayment of fees shall be cause for cancellation of the lease. The lessee may at his/her discretion pay the total amount due prior to expiration of the homesite lease.

SECTION XVIII. AMENDMENTS

This policy and procedures may be amended or superseded as needed by majority vote of the Resources Committee of the Navajo Nation Council.



FLOW CHART

REVISED HOMESITE LEASE POLICY AND PROCEDURE

PHASE ONE (1)

APPLICATION FOR HOMESITE LEASE

Prepared by Homesite Lease Applicant (HLA)

PHASE TWO (2)

FIELD CLEARANCE FORM AND CONSENT FORM

Prepared by Local District Grazing Committee Member (LDGCM)

PHASE THREE (3)

OFFICE OF NAVAJO LAND ADMINISTRATION (ONLA)

Filing Fee, Survey, Legal Description, and NAVAJO NATION
DEPARTMENT OF JUSTICE, NRU (Determination of Leasehold
Interest)

PHASE FOUR (4)

Finalization of Homesite Lease
Executed and Distributed by respective BIA, Agency Real
Property Offices

COPY

STAFF DIRECTORY**Central Office:** (602) 871-6401/6402

Post Office Box 308

Window Rock, Arizona 86515

Director: Melvin Bautista

Asst. Director: Charles Morrison

Homesite Section: (602) 871-7055

- Raymond Joe, HSA III

- Clarence Begay,, RW II

- Julia Begay, Secretary I

- Suzanne C. Kee, Clerk II

- Arlinda John, Program Manager

Survey Section: (602) 871-7054

- Charles Joe, Supervisor

- Andrew Murphy, ET II

- Irvin Keeto, ET II

Tuba City Sub-Office: (602) 283-4981

Post Office Box 3309

Tuba City, Arizona 86045

- Ricky McCabe, ET III

Chinle Sub-Office: (602) 674-2056/2057/2058

Post Office Box 2179

Chinle, Arizona 86503

- Caroline Dale, HSA II

Shiprock Sub-Office: (505) 368-5279

Post Office Box 208

Shiprock, New Mexico 87420

- Teddy Charles, ET III

Eastern Agency Sub-Office: (505) 786-7321/7322

Post Office Box 948

Crownpoint, New Mexico 87313

- Allen Y. Nez, Land Claims Adjuster

Utah Sub-Office: (801) 651-3655

Post Office Box 410

Montezuma Creek, Utah 84534

- Margaret Dee, RW II

RESOURCES COMMITTEE OF THE NAVAJO NATION COUNCIL

Elmer Milford, Chairperson

George Arthur, Vice-Chairperson

Irving Billy

Frank Guerro

Norman John, II

Mark Peshlakai

Andrew Tso

Samuel Yazzie

COPY

EXHIBIT B

**WORKSHOP SCHEDULE
PROPOSED HOMESITE LEASE
POLICY AND PROCEDURES**

1. Directive from Division of Natural Resources through the Navajo Nation Council.
 2. Homesite Workshop #1, Kayenta, Arizona on April 20, 1992
Regional Sub-Office Staff
 3. Homesite Workshop #2, Farmington, New Mexico on April 29 - May 1, 1992
Regional Sub-Office Staff
 4. Homesite Workshop #3, Crownpoint, New Mexico on May 21, 1992
Eastern Navajo Land Board Members
 5. May 22, 1992, Resources Committee
The Report was continued with no action.
 6. Homesite Workshop #4, Tuba City, Arizona on May 26, 1992
Community Service Coordinators & Tuba City Sub-Office, ONLA
 7. Homesite Workshop #5, Chinle, Arizona on May 27, 1992
Grazing Officials and Department of Agriculture
 8. Homesite Workshop #6, Red Mesa Chapter on May 28, 1992
Grazing Officials from Shiprock Agency
 9. Homesite Workshop #6, Window Rock, Arizona on May 29, 1992
Grazing Officials/Community Service Coordinator
 10. Homesite Workshop #7, Rock Point, Arizona on June 15, 1992
Reservation Wide Grazing Officials
 11. Homesite Workshop #8, Tuba City, Arizona on June 18-19, 1992
Grazing Official Chapter Officials, CHR, Housing Services, Peabody Coal. Co.,
Navajo/Apache/Coconino County, ADES, BIA, Community Development, and Project
Review Section
- NOTE: Workshop was broadcasted on local radio station (Tuba City, Arizona)
12. June 23, 1992, BIA Agency Real Property Staff Members
 13. Homesite Workshop #9, Window Rock, Arizona on June 24, 1992
A booth was open to general public, 10th Anniversary for NNDOJ

**Workshop Schedule
Proposed Homesite Lease
Policy and Procedures
Page 2**

14. **June 25, 1992, Resources Committee Meeting**
The Report continued to the next meeting with no action.
15. **Homesite Workshop #10, Crownpoint, New Mexico on June 24, 1992**
Eastern Navajo Land Board Members
16. **June 29, 1992; Judiciary Committee Meeting**
Report on Proposed Revisions.
17. **July 13, 1992, Homesite Policy Meeting with Division of Natural Resources and Program Directors.** No one from Division came to the meeting except Alan Downer and Dexter Gill.
18. **September 24, 1992, Report to Resources Committee.**

[Faint handwritten signature]

EXHIBIT C

FOR OFFICE USE ONLY

____ Field Clearance ____ Consent ____ Complete Application
____ Land Status ____ Filing Fee Reviewed By Date

HOMESITE LEASE APPLICATION FORM

DATE: _____

NAME: _____ CENSUS NO. _____ AGE _____

NAME: _____ CENSUS NO. _____ AGE _____

ADDRESS: _____

PHONE NO: _____ OFFICE: _____

I, (We) hereby apply for one acre or less of Navajo Tribal Land for a homesite lease from the Navajo Nation for the purpose of developing a private dwelling for the term of sixty-five (65) years within SECTION _____ TOWNSHIP _____, RANGE _____,

COUNTY: _____ STATE : _____

CHAPTER: _____ AGENCY: _____

GRAZING DISTRICT: _____ UNIT : _____

Draw map showing the location and direction to the proposed site.

N
W + E
S

CONCURRENCE

LOCAL GRAZING OFFICIAL/FARM BOARD MEMBER

DATE

[Handwritten signature]

ELIGIBILITY REQUIREMENTS

1. You must be enrolled member of the Navajo Tribe or a non-member that meets the requirements setforth under Section V Part (C) (i) (ii) of the Homesite Lease Policy and Procedures
2. You must be eighteen (18) years of age or older.

PLEASE ANSWER THE FOLLOWING QUESTIONS

Are there any improvement(s) on the proposed site? (i.e. Road, Trails, Powerlines, etc.) If so, describe _____

Do you have a house on the proposed site?_____ If so, when was the house built? _____ Do you now live in the house? _____

Does your name reflect the record at the Navajo Census and Vital Statistics Office? _____

The following documents must be attached to the application:

1. Certificate of Indian Blood
2. Completed Field Clearance Certification form
3. Completed consent form(s)
Note: Does not apply to eastern Navajo Agency.
4. A Non-Refundable fifteen dollars (\$15.00) money order payable to the Navajo Nation for filing fee

I, (We) acknowledge and understand that the following conditions apply to a Homesite Lease:

1. The Homesite Lease is intended for residential purposes only and not to be used for any other purpose, i. e. police quarters or educational instruction.
2. A Homesite Lease is not a business site lease.
3. A Homesite Lease is not a grazing permit.
4. No Homesite Lease Application shall be considered by the local Grazing Officer when it has determined that such lands have been formerly withdrawn or otherwise obligated for community purposes, e. g. subdivision plans, zoning, existing community projects.
5. Written authorization from the District Grazing Committee is required if the proposed homesite is within a half of a mile of a government or tribally developed permanent livestock watering point. (3 N.T. C. 714 e t seq.)

3043

6. There is a non - refundable one dollar (\$1.00) annual fee for the lease that must be paid to the Navajo Nation each year in advance following the date of execution for term of the lease.

7. If applicable, please attach assignment or relinquishment form to the application

As directed by the Resources Committee of the Navajo Nation Council, I, (We) understand and hereby agree to comply with the provisions provided in the revised Homesite Lease policy and procedure.

Signed this day _____ of _____ 199 ____.

Applicant

Witness: _____

Applicant

Witness: _____

GIBBY

EXHIBIT D

**FIELD CLEARANCE CERTIFICATION
FOR
HOMESITE LEASE APPLICATION**

I, _____, Grazing Committee Member of Grazing Management District _____, community of _____ chapter have identified the following individuals as landuse or grazing permittee(s) who are directly affected by the proposed homesite development as illustrated and proposed by the following homesite lease application(s):

Homesite Lease Applicant

Homesite Lease Applicant

AUTHORIZED GRAZING /LANDUSE PERMITTEE

(THIS IS NOT A CONSENT FORM)

	NAME	CENSUS NO	PERMIT NO.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

CERTIFICATION

According to my records and to the best of my knowledge, the list of the affected permittee(s) referenced above includes all of the permitted landusers who are directly affected by the proposed homesite development.

Local Grazing Official/Farm Board Member

Date

Handwritten signature or initials

EXHIBIT E

**CONSENT FORM
FOR
NAVAJO TRUST LAND**

TO WHOM IT MAY CONCERN:

I, _____ hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs to permit _____ and _____ to lease one acre or less of Navajo Tribal Land within my permitted grazing use area for residential purpose as illustrated and acknowledged by the Grazing Official on the Homesite Lease Application.

I further waive any rights I may have to compensation for the diminishment in value of my permitted grazing use rights as a result of the proposed homesite development.

Signed this _____ day of _____ 199 ____ .

WITNESSES:
(For thumbprint use only)

Grazing Permittee C# _____

Grazing Permit No. _____
Date of issue _____
Farm Plot No. _____

ACKNOWLEDGED:

Grazing Official/Farm Board Member Date Chapter

COPY

EXHIBIT F

**GENERAL NOTICE
EASTERN NAVAJO AGENCY**

DATE : _____

TO : _____
Grazing Lessee

FROM : _____
Local Grazing Official
Eastern Navajo Agency

SUBJECT: HOMESITE LEASE APPLICATION

This General Notice is intended to inform you that the following person(s) have applied for a homesite lease:

_____ C# _____ and _____ C# _____
Homesite lease applicant Homesite lease applicant

ADDRESS

The proposed homesite lease is located on Navajo Tribal Land within Section _____ Township _____, Range _____, NMPM, in the County of _____, State of New Mexico.

If you have any concerns regarding this homesite lease application, please respond in writing within 10 days upon receipt of this letter. If there is no response within the specified time, the homesite lease application will be processed and finalized.

2008/11/05

EXHIBIT "A"

**HOMESITE LEASE
POLICY & PROCEDURES**



**PREPARED BY
OFFICE OF NAVAJO LAND ADMINISTRATION
December 22, 1993**

COPY

**HOMESITE LEASE
POLICY AND PROCEDURES FOR
TRIBAL TRUST/FEE LAND**

- Section I. Definitions
- Section II. Authority
- Section III. Purpose
- Section IV. Scope
- Section V. Eligibility Requirements
- Section VI. Local Grazing Official
- Section VII. Application Procedures
- Section VIII. Assignment
- Section IX. Mortgages
- Section X. Modification
- Section XI. Relinquishment of Homesite Lease
- Section XII. Abandonment
- Section XIII. Objection
- Section XIV. Application/Lease Restrictions
- Section XV. Term
- Section XVI. Renewal of Lease
- Section XVII. Annual Fee
- Section XVIII. Amendments

Table of Contents

Section I.	Definitions	pg 4
Section II.	Authority	pg 5
Section III.	Purpose	pg 5
Section IV.	Scope	pg 6
Section V.	Eligibility Requirements	pg 6
	Tribal Enrollment	pg 6
	Age Requirement	pg 6
	Criteria for Non-Navajo	pg 6
Section VI.	Local Grazing Official	pg 7
Section VII.	Application Procedures	pg 8
	Phase One (1) Applicant Responsibility	pg 8
	Phase Two (2) Office of Navajo Land Administration	pg 8
	Phase Three (3) Final Approval by Bureau of Indian Affairs	pg 10
Section VIII.	Assignment	pg 10
Section IX.	Mortgages	pg 11
Section X.	Modification of Application	pg 12
Section XI.	Relinquishment of Homesite Lease	pg 12
Section XII.	Abandonment	pg 12
Section XIII.	Objection	pg 13
Section XIV.	Application/Lease Restrictions	pg 17
Section XV.	Term	pg 18
Section XVI.	Renewal of Lease	pg 18
Section XVII.	Annual Fee	pg 18
Section XVIII.	Amendments	pg 19
Flow Chart		pg 20
Staff Directory		pg 21

SECTION I. DEFINITIONS

- A. "Abandonment" shall mean not making any improvements on the lease premises or vacating the lease premises with improvements for a period of two (2) years with no intention of developing the established homesite lease. (One (1) year for vacant lots within a subdivision).
- B. "Fee Land" means lands held by the Navajo Nation in fee title.
- C. "Homesite Lease Applicant (HLA)" means an individual(s) who is applying for a homesite lease on Navajo Tribal trust or fee land.
- D. "Homesite Certificate" means written acknowledgement from the Navajo Nation which allows a home owner to apply for infrastructure or renovation assistance. A certificate is not a lease.
- E. "Homesite Lease" means a written document evidencing approval from the Navajo Nation and the BIA to lease one (1) acre or less of Navajo Tribal trust or fee land for residential purposes.
- F. "Lessee" means an individual(s) who has a finalized homesite lease approved by the Navajo Nation and the BIA.
- G. "Lessor" means the Navajo Nation or its duly authorized designee.
- H. "Local Chapter" shall mean a duly certified chapter of the Navajo Nation, pursuant to 2 N.T.C. § 4001(d).
- I. "Local Grazing Official (LGO)" means an elected individual who is responsible for grazing matters within their respective district unit boundary. Such grazing official shall mean the District Grazing Committee Member, Eastern Navajo Land Board Member, or Farm Board Member.
- J. "Probate" means the process of collecting a decedent's assets, liquidating liabilities, paying necessary taxes, and distributing property to heirs. These activities are carried out by the executor or administrator of the estate.

COPY

- K. "Relinquishment" means surrendering or renouncing one's interest in a homesite lease by allowing such interest to revert to the Navajo Nation. When it has been determined that the Lessee(s) does not intend to develop the homesite premises, the local chapter will be in a position to recommend relinquishment of such leasehold premises to the ONLA Director.
- L. "Surveyor" means one who determines an area or portion of the earth's surface by length, direction of boundary lines, and contour of surface. The surveyor must be registered with the Office of Navajo Land Administration and with the respective state where he/she surveys.
- M. "Watering Point" means all tribally developed and maintained springs, wells, and charcos or deep reservoirs intended for livestock use.

SECTION II. AUTHORITY

The Resources Committee of the Navajo Nation Council approved this Homesite Lease Policy and Procedures on December 22, 1993, pursuant to RCD-289-93, which shall supersede those guidelines approved by RCJ-6-88. This authority is codified in the Navajo Tribal Code at 2 N.T.C. § 695(b)(4)(i).

SECTION III. PURPOSE

It is the purpose of the homesite lease policy and procedures to regulate the issuance, transfer, relinquishment, amendment, and execution of homesite leases to qualified applicants in a timely manner.

The issuance of a homesite lease is intended to promote individual home ownership for qualified applicants. An established homesite lease provides for the encumbrance of the leasehold interest to secure capital for development of a private dwelling. In addition, this expedited homesite lease procedure shall benefit

those Navajo families directly affected by relocation as a result of P.L. 93-531 (as amended). A homesite lease is intended for use in situations where there are no improvements on the proposed homesite lease area. It allows for a procedure that will minimize the potential for dispute among grazing permittees and prospective HLAs.

SECTION IV. SCOPE

The homesite lease procedure shall apply to Navajo Nation trust or fee lands, including the Navajo Partitioned Land and the Chambers/Sanders Trust Lands (see P.L. 96-305) that are within the territorial boundaries of the Navajo Nation, including satellite Navajo Reservations. This homesite lease policy and procedures does not apply to individual Indian allotments.

SECTION V. ELIGIBILITY REQUIREMENTS

The following criteria shall be considered in determining eligibility of applicants seeking to obtain a homesite lease on Navajo trust or fee lands:

- A. An applicant must be an enrolled member of the Navajo Tribe.
- B. An applicant must be eighteen (18) years of age or older.
- C. A nonmember of the Navajo Tribe is eligible under this section if the Resources Committee finds that:
 - (i) such individual's presence within the Navajo Nation's Territorial Jurisdiction is of indefinite duration and beneficial to the Navajo Nation; or
 - (ii) the non-Navajo is legally married to an enrolled member of the Navajo Tribe, and the homesite lease application is submitted jointly under section VII.

SECTION VI. LOCAL GRAZING OFFICIAL

- A. The LGO shall be responsible for identifying all of the grazing permittees who are directly affected by the proposed homesite application. The LGO may accompany the HLA(s) in asking for consent from the identified permittee(s).
- B. On Navajo Tribal fee land, the LGO shall give general notice to individuals who have grazing privileges within affected range units concerning the proposed homesite development.
- C. The LGO shall be solely responsible for certifying field clearance(s) by executing a field clearance certification form which is approved by the Resources Committee of the Navajo Nation Council.
- D. The LGO shall attach the consent form(s) obtained from the directly affected grazing permittee(s) to the field clearance certification form. The field clearance form and consent form(s) shall be submitted with the homesite lease application. The location of the proposed development illustrated on the application must be acknowledged in writing by the LGO. Such acknowledgement is intended to discourage the HLA from changing the location of the proposed homesite after the LGO has made his/her recommendation.
- E. On lands within the Eastern Navajo Agency, the LGO shall be responsible for giving general notice of proposed homesite development to persons who have grazing privileges within respective range management units.
- F. An existing private dwelling not in dispute shall be exempt from field clearance certification requirements, provided that the structure has been established for two (2) or more years and is occupied. The existing private dwelling must be within the exterior boundaries of the proposed homesite lease. The LGO shall be responsible for verifying the stipulations provided herein.

COPY

- G. The LGO's tasks are complete when he/she has identified those grazing permittees that are directly affected by the proposed development.

SECTION VII. APPLICATION PROCEDURES

Phase One (1) Applicant Responsibility

- A. The applicant(s) must sign their own names in ink on eight (8) sets of applications. All signatures must reflect the name of the homesite lease applicant(s) (HLA) as recorded by the Navajo Census & Vital Statistics Office. If a HLA does not write and a thumb print is used, the thumb print must be applied to all eight (8) applications with two (2) witnesses attesting to each thumb print.
- B. The HLA shall then submit his/her homesite lease application with properly completed field clearance certification and consent form to the ONLA or its agency suboffice for processing of the application.
- C. The HLA shall pay a non-refundable filing fee in the amount of fifteen dollars (\$15.00) by money order payable to the Navajo Nation at the time of filing such application.

Phase Two (2) Office of Navajo Land Administration

- A. No branch of the Navajo Nation Government shall deny an application for a homesite lease because of the applicant's sex, religious association, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation except as limited by Section V.
- B. The ONLA Homesite Section shall be responsible for accepting homesite lease applications and money orders in the amount of fifteen dollars (\$15.00) for the non-refundable filing fee. The ONLA Homesite Section shall provide the HLA(s) with a

receipt upon full payment. No partial payments will be accepted. Only originals will be accepted by the Office of Navajo Land Administration (ONLA), Homesite Section.

C. The ONLA Homesite Section shall review each homesite lease application by verifying the following items:

- 1. Legal Name(s)
- 2. Age
- 3. Address
- 4. Census Number, if applicable
- 5. Certificate of Indian Blood, if applicable

D. The ONLA Homesite Section will forward the complete homesite lease application to the ONLA Survey Section for survey and legal description.

E. Upon completion of the survey, the ONLA Survey Section, shall forward the final certified survey plat with legal description to ONLA Homesite Section for further processing.

- 1. A resurvey fee of \$150.00 will be assessed for any resurveys. All surveys and resurveys performed by the Survey Section shall be limited to homesite leases.
- 2. Any survey performed by a private surveyor who is registered with the state where the proposed development is located is permissible, provided that such survey is in accordance with ONLA standards and specifications. (An application for homesite must be reviewed by the ONLA homesite section before the HLA can hire an independent registered land surveyor).

F. The ONLA Homesite Section shall then forward the application, survey plat, and legal description to the Title Examiner's Office for legal review.

G. The ONLA Title Examiner's Office shall review all homesite lease applications for legal sufficiency. Any homesite lease application requiring further review or clarification may be submitted to the Navajo Nation Department of Justice, Natural Resources Unit. The NNDOJ, NRU, shall have ten (10) working

DUPY

days to review and comment on such homesite lease applications requiring review or clarification.

- H. After a homesite lease application has been verified by the ONLA Homesite Section, Survey Section, and Title Examiner's Office, the application shall be submitted to the ONLA Department Director who shall give the final approval on behalf of the Navajo Nation for all homesite leases. The ONLA Homesite Section will submit appropriate documents to the agency superintendent for execution and final distribution.

Phase Three (3) Final Approval by Bureau of Indian Affairs

The homesite lease must be executed by the BIA Agency Superintendent. The finalized lease should be distributed to the lessee; the Navajo Nation, lessor; and the Southwest Title Plant, BIA, Albuquerque, New Mexico, Land Titles and Records Office.

SECTION VIII. ASSIGNMENT

- A. All finalized homesite leases are transferable by assignment. Assignee(s) must satisfy the same eligibility criteria as the HLA under Section V. The lessee(s) must execute an assignment form to properly assign a homesite lease.
- B. In the event of divorce or probate, the Navajo Nation Courts have jurisdiction to distribute the undivided leasehold interest of a homesite lease. All field clearance(s) shall be recognized and will remain in effect. The involved parties shall notify the ONLA Homesite Section, about any such disposition by a court.
- C. In a probate proceeding, the Navajo Nation Courts may distribute the leasehold interest of an established homesite lease to beneficiaries under a will or to heirs of an Estate. The court may distribute the homesite lease to a non-Navajo surviving spouse or beneficiaries provided such interest is held for the benefit of the heirs.

- D. A lessee may assign a portion of an existing one (1) acre homesite lease to an individual eligible under Section V. The assignment shall be surveyed and limited to one-half ($\frac{1}{2}$) acre. All prior field clearances shall apply to the assignment. All qualified assignee(s) must sign a homesite lease form upon securing the assignment from the lessee.
- E. Any lot within a subdivision cannot be subdivided.
- F. The Assignor and the Assignee must reapply for separate homesite leases with a legal description for each parcel.

SECTION IX. MORTGAGES

- A. A finalized homesite lease authorizes a lessee to encumber the leasehold interest of a homesite lease for building improvements. The leasehold interest can be mortgaged as security for finance or payment of debt. The lessee may transfer all or part of the leasehold interest to the Mortgagee (Lender) with the understanding that the Mortgagee (Lender) will transfer the leasehold interest back to the lessee when the mortgage has been paid in full.
- B. The mortgage document must be recorded with the Bureau of Indian Affairs Real Property Management Office and the Recorder's Office of the county in which the real estate is located. The Office of Navajo Land Administration will receive copies of the mortgage document from the Bureau of Indian Affairs Real Property Office.
- C. In the event the Mortgagor (Borrower) defaults on the Mortgage, the Mortgagee (Lender) has the authority to foreclose the lien through the Navajo Nation Courts and offer the leasehold interest for sale. The Mortgagee (Lender) may have the right to possession of improvements on the lease premises and rents from the mortgaged property upon default of the Mortgagor (Borrower).

SECTION X. MODIFICATION

- A. A finalized homesite lease can be modified at the written request of the lessee, which shall be limited to change in marital status or change in the lessee's name due to marriage or census record. The ONLA Department Director shall have authority to approve requests for modification.
- B. The requested modification must be accompanied by a copy of the marriage license, court order, and certificate of Indian Blood depending on the nature of request.

SECTION XI. RELINQUISHMENT OF HOMESITE LEASE

- A. The lessee may surrender or renounce his/her interest in a homesite lease by signing a relinquishment form provided by the ONLA.
- B. The lessee shall submit such relinquishment form to the ONLA or local suboffice thereof.
- C. The ONLA Department Director shall have authority to grant all requests for relinquishment.
- D. The ONLA Homesite Section will forward all relinquishment forms to the BIA, Agency Superintendent, for final approval.

SECTION XII. ABANDONMENT

- A. The local chapter shall be responsible for notifying the ONLA Homesite Section or local suboffice thereof, to make its recommendation to cancel an established homesite lease that has been abandoned for two (2) years or more. The local chapter must comply with the following procedures before making its recommendation to cancel an abandoned homesite lease:
 - 1. The local chapter must give notice of intent to cancel by certified mail to the respective lessee(s).

2. In situations where the local chapter does not know the address of the lessee(s), the local chapter must publish a general notice of intent to cancel in the local newspaper, post a notice at the nearest chapter house or in one or more local trading posts, and announce its plans in English and in Navajo on a local radio station for a period of one (1) week.
3. If the lessee(s) responds within the thirty (30) days, but does not desire to develop the homesite lease, the respective lessee(s) shall have first option to assign their interest in the homesite lease to a qualified applicant(s) of his or her choice.
4. After thirty (30) working days from public notice of intent to cancel and no response is received, the local chapter shall recommend cancellation of the established homesite lease premises to the ONLA Department Director by certified chapter resolution.
5. The ONLA Department Director shall have the authority to cancel the abandoned homesite lease as recommended by the local chapter. If cancelled, the abandoned homesite lease shall revert to the Navajo Nation.

SECTION XIII. OBJECTION

A. Affected Permittee.

1. An objecting permittee must show that he or she is directly affected by the proposed homesite lease within his/her grazing use area. The grazing permit or land use permit must be within the district unit boundary of the proposed homesite lease.
2. Persons who do not make beneficial use of a grazing permit or do not have an interest in a valid grazing permit and/or land use permit for the area containing the proposed homesite lease do not have grounds to object.

3. Grazing permittees who meet criteria one (1) above may file a written objection with the Office of Navajo Land Administration or any suboffice thereof any time prior to the granting of the proposed homesite lease by the ONLA Department Director.
4. The objecting party must attach a copy of his or her valid grazing permit and/or land use permit, including an officially recognized customary use area map, where applicable, with his or her written objection.

B. Meeting.

1. Objectors who meet criteria under Section XII A(3)(4) may request a meeting with the ONLA Department Director.
2. The ONLA Department Director shall make a determination whether to grant the request for a meeting.
3. If the request for meeting is granted, the ONLA Department Director shall schedule a meeting between the parties within twenty (20) working days from the date the objection was received, giving both parties ten (10) working days notice of the date, time and place of the meeting. No verbal objection or verbal request for a meeting will be accepted by the Office of Navajo Land Administration.
4. Any request for continuance shall be considered by the ONLA Department Director, in which ten (10) working days notice must be given to the parties of the new date, time and place of the rescheduled meeting.
5. The ONLA Department Director, the ONLA Title Examiner, and an ONLA Homesite Section representative shall be present at the meeting to review all relevant documentation, provide technical assistance, and conduct the meeting. The meeting is intended to allow the parties to resolve their differences informally without legal representation. Legal representation is permissible, provided that both parties are legally

represented at the meeting. Both counsels must be present at the meeting.

6. If differences have not been resolved, any party may appeal in writing to the Resources Committee of the Navajo Nation Council. The ONLA Department Director shall have ten (10) working days to contact and schedule a hearing before the Resources Committee. When a hearing date has been determined, the ONLA Department Director shall give ten (10) working days notice of the date, time, and place of the scheduled hearing before the Resources Committee. The Resources Committee is authorized to review and decide disputes and complaints relating to homesite lease applications or certificates by 2 N.T.C. § 695(b)(4)(i). Decisions of the Resources Committee shall be final subject to appeal to the Navajo Nation District Court. The appeal shall be limited to a review of the administrative record.
7. If it has been determined that the objecting party has no grounds to object or if the objection is received after the homesite lease application has been granted, such homesite lease application will be processed and finalized.
8. The ONLA Department Director shall be responsible for the following items:
 - i. Developing meeting procedures,
 - ii. Developing a Memorandum of Understanding (MOU) that describes the settlement reached through the meeting,
 - iii. Preparing and maintaining the minutes of the meeting, including other relevant documentation produced at the meeting, and
 - iv. Developing all notice(s) and mailing such notices to the parties involved by certified mail.

- C. Denial and Request for Reconsideration.
1. If an application for homesite lease is denied, the HLA may file a request for review to the ONLA or any suboffice thereof.
 2. The HLA must provide the Office of Navajo Land Administration with the following documentation:
 - i. Homesite Lease Application
 - ii. Field Clearance Certification, if applicable
 - iii. Verification of Permittee Consent, if applicable and
 - iv. Certificate of Indian Blood, if applicable.
 3. If it has been determined that the HLA has met all of the requirements in applying for a homesite lease, the ONLA Department Director shall report his findings to the LGO with a recommendation.
 4. The HLA will be given a copy of the findings and recommendation prepared by the ONLA Department Director. The HLA shall be responsible for requesting the LGO to review the homesite lease application, provided that the ONLA Department Director has verified that the HLA is in compliance with the homesite lease policy and procedures.
 5. The ONLA Department Director shall make the final decision based on the LGO's recommendation. Administrative review by the Navajo Nation would be complete at this stage.
- D. The written objection shall be addressed to:
- Office of Navajo Land Administration
Attn: Director
Post Office Box 308
Window Rock, Arizona 86515
- E. Any dispute arising from a finalized homesite lease may be appealed to the Navajo Nation Courts by the disputing parties.
- F. All homesite lease applications denied within the Eastern Navajo Agency are subject to review and mediation by the Eastern Navajo Land Board (ENLB). The ENLB shall exercise its

authority to mediate disputes concerning homesite lease applications without ONLA Department Director review. If mediation is not successful, the parties may request for review and decision by the Resources Committee of the Navajo Nation Council. (See 3 N.T.C. § 238(3)). All request for appeal to the Resources Committee shall be subject to the procedures provided at Section XII (b)(6).

SECTION XIV. APPLICATION/LEASE RESTRICTIONS

- A. An established homesite lease is intended for residential purposes only and is not to be used for any other purpose.
- B. A homesite lease is not a business site lease.
- C. A homesite lease is not a grazing permit.
- D. A qualified HLA may apply for one (1) homesite lease within a land management district.
- E. The Navajo Nation advises all applicants not to disturb or to construct on the proposed site before final evaluation by the Navajo Nation Historical Preservation Department.
- F. No homesite lease application shall be considered by the LGO when it has been determined that the site is on lands which have been withdrawn or otherwise obligated for community purposes or when it is determined that the homesite would contravene local land use ordinance.
- G. Written authorization from the District Grazing Committee is required if the proposed homesite is within a half mile of government or Navajo tribal developed permanent livestock watering point. (See 3 N.T.C. § 714, et seq.).
- H. A lessee(s) shall not engage in any illegal activities on an established homesite lease.
- I. Any proposed homesite lease application which is not in compliance with this homesite lease policy and procedures will not be accepted by the ONLA Department Director.

- J. Navajo trust land cannot be sold. If the improvements that are permanently affixed to the leasehold are sold, the leasehold interest must be assigned at no additional cost.
- K. A homesite lease application is not considered a lease, therefore it is not transferable by assignment or court order.

SECTION XV. TERM

A finalized homesite lease shall have a term of sixty-five (65) years, which shall commence on the date the application is executed by the Navajo Area Director or his designee or authorized representative, and shall expire on the sixty-fifth anniversary of the date of execution.

SECTION XVI. RENEWAL OF LEASE

- A. An expired homesite lease is subject to renewal for a period of twenty-five (25) years upon approval by the ONLA Department Director.
- B. The Lessee may renew his or her homesite lease anytime within six (6) months from the expiration date of the existing homesite lease by giving written notice to the ONLA Department Director.
- C. The renewal of the lease will be granted by the ONLA Department Director provided the annual fee for the existing lease is paid in full. The existing homesite lease must not be pending litigation before any court of the Navajo Nation.
- D. The ONLA Department Director shall then forward the executed homesite lease to the Agency Superintendent for review and approval.

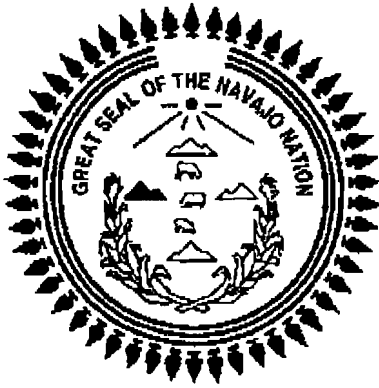
SECTION XVII. ANNUAL FEE

The lessee(s) shall pay a non-refundable annual fee to the Navajo Nation, lessor, in the amount of one (1) dollar for each year of the term of the homesite lease. Such annual fee must be paid each year in advance, following the date of execution for the term of the lease. (See 16 N.T.C. § 204(12)).

Nonpayment of fees shall be cause for cancellation of the lease. The lessee may at his/her discretion pay the total amount due prior to expiration of the homesite lease.

SECTION XVIII. AMENDMENTS

This policy and procedures may be amended or superseded as needed by majority vote of the Resources Committee of the Navajo Nation Council. The Department Director of the ONLA shall be responsible for recommending and preparing needed amendments to this policy and procedures for consideration by the Resources Committee.



FLOW CHART

REVISED HOMESITE LEASE POLICY AND PROCEDURE

PHASE ONE (1)

APPLICATION FOR HOMESITE LEASE

Prepared by Homesite Lease Applicant (HLA)

PHASE TWO (2)

FIELD CLEARANCE FORM AND CONSENT FORM

Prepared by Local District Grazing Committee Member (LDGCM)

PHASE THREE (3)

OFFICE OF NAVAJO LAND ADMINISTRATION (ONLA)

Filing Fee, Survey, Legal Description, and NAVAJO NATION
DEPARTMENT OF JUSTICE, NRU (Determination of Leasehold
Interest)

PHASE FOUR (4)

Finalization of Homesite Lease
Executed and Distributed by respective BIA, Agency Real
Property Offices

STAFF DIRECTORY**Central Office:** (602) 871-6401/6402

Post Office Box 308

Window Rock, Arizona 86515

Director: Melvin Bautista

Asst. Director: Charles Morrison

Homesite Section: (602) 871-7055

- Raymond Joe, HSA III

- Clarence Begay,, RW II

- Julia Begay, Secretary I

- Suzanne C. Kee, Clerk II

- Arlinda John, Program Manager

Survey Section: (602) 871-7054

- Charles Joe, Supervisor

- Andrew Murphy, ET II

- Irvin Keeto, ET II

Tuba City Sub-Office: (602) 283-4981

Post Office Box 3309

Tuba City, Arizona 86045

- Ricky McCabe, ET III

Chinle Sub-Office: (602) 674-2056/2057/2058

Post Office Box 2179

Chinle, Arizona 86503

- Caroline Dale, HSA II

Shiprock Sub-Office: (505) 368-5279

Post Office Box 208

Shiprock, New Mexico 87420

- Teddy Charles, ET III

Eastern Agency Sub-Office: (505) 786-7321/7322

Post Office Box 948

Crownpoint, New Mexico 87313

- Allen Y. Nez, Land Claims Adjuster

Utah Sub-Office: (801) 651-3655

Post Office Box 410

Montezuma Creek, Utah 84534

- Margaret Dee, RW II

RESOURCES COMMITTEE OF THE NAVAJO NATION COUNCIL

Elmer Milford, Chairperson

Norman John, II

George Arthur, Vice-Chairperson

Mark Peshlakai

Irving Billy

Andrew Tso

Frank Guerro

Samuel Yazzie